

EXHIBIT 3

From: [Emily Tannenbaum](#)
To: [rak_headwater](#)
Cc: [ATT Headwater](#)
Subject: Headwater Research LLC v. AT&T Inc. et al (Doc# 270, E.D. Tex. 2:23-cv-00397-JRG-RSP)
Date: Monday, August 4, 2025 12:33:48 PM

Counsel,

We have reviewed Headwater's August 2 filing and see that Headwater's proposed construction for "intercepting" incorporates the Court's reasoning beyond the express construction, including that interception "does not mean that it can only occur if the message does not reach the intended recipient." AT&T did not agree to anything beyond the express construction of the term, which is the following: "intercepting means 'receiving a message directed to or meant for another.'" To be clear, AT&T did not – in the email chain below or on the meet and confer – agree to embed the Court's additional reasoning into the express construction.

Since the motion, as filed, goes beyond our agreement, we will submit a short opposition to make the record clear. Our filing will explain that we do not contest the Court's express construction but object to including the extra language in the text provided. We request that Headwater in parallel withdraws its Motion today and refile as partially opposed.

Regards,
Emily

McKool Smith | Emily Tannenbaum
Associate | New York | (212) 402-9441